INVITATION TO BID	W 1000	BIDS WILL BE PUBLICLY	OPENED:
STATE OF LOUISIANA		MAY 18, 2006	10:00 AM
DIVISION OF ADMINISTRATION OFFICE OF STATE PURCHASING	The state of the s	PURCHASING AGENCY NO. :	107001
====> VENDOR NO. :		SEE NO. 8 BELOW. RET	FLIDNI BID TO
	<u>.</u>		10:00 AM
VENDOR NAME AND ADDRESS		2207347 05/18/06	M31121M
		OFFICE OF STATE PURCHASI OFFICE OF STATE PURCHASI POST OFFICE BOX 94095 BATON ROUGE, LA 70804-909	NG NG
FILL IN VENDOR NUMBER (FEIN), NAM ADDRESS ABOVE, BEFORE SUBMITTII		BUYER PHONE : (22 DATE ISSUED : 04/ REQ. AGENCY : 81' PRISON ENTERPRIS AGENCY REQ. NO. : 81' ISIS REQ. NO. : 120 VENDOR PHONE : FISCAL YEAR : 06 CLASS/SUBCLASS : 590 SCHEDULED BEGIN DATE : 00/	ES 183355-6 87948
THREAD FOR GARMENTS - PE CONTRACT 2006			
1. PLEASE REMOVE FROM THIS COMMODITY CODE. 2. DELIVERY WILL BE MADE IN THIS NUMBER OF DAYS AFTER RECEIF 3. % CASH DISCOUNT FOR PROMPT PAYMENT IF MADE WITHIN THIRT' LESS THAN 30 DAYS OR LESS THAN 1% WILL BE ACCEPTED, BUT W DETERMINING AWARDS. ON INDEFINITE QUANTITY TERM CONTRAC BUT WILL NOT BE CONSIDERED IN DETERMINING AWARDS. 4. BID BOND ATTACHED, CERTIFIED CHECK ATTACHE 5. BID REFERENCE NUMBER. (THIS NUMBER WILL APPEAR ON RESUI	Y (30) DAYS. CASH DISC VILL NOT BE CONSIDEREI CTS, CASH DISCOUNTS W	D IN ILL BE ACCEPTED AND TAKEN F REQUIRED.	
INSTRUCTION	IS TO BIDDERS		
1. READ THE ENTIRE BID, INCLUDING ALL TERMS AND CONDITIONS AND SPEC 2. ALL BID PRICES MUST BE TYPED OR WRITTEN IN INK. ANY CORRECTIONS, INITIALED BY THE BIDDER. 3. THIS BID IS TO BE MANUALLY SIGNED IN INK. 4. BID PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS F.O.B. DESTINATION (ERASURES OR OTHER F		FOLD HERE>
OR "C.O.D" REQUIREMENTS MAY BE REJECTED. PAYMENT IS TO BE MADE INVOICE OR DELIVERY, WHICHEVER IS LATER. 5. AMOUNT OF BID BOND REQUIRED: N/A	WITHIN 30 DAYS AFTER		VAIGE
AMOUNT OF PERFORMANCE BOND, IF REQUIRED. DESIRED DELIVERY: 021DAYS ARO	OR0 ^c	%OF BID.	
8. TO ASSURE CONSIDERATION OF YOUR BID, ALL BIDS AND ADDENDA SHOU THE BID OPENING DATE AND THE BID NUMBER, OR SUBMITTED IN THE SPE. 9. BIDS SUBMITTED ARE SUBJECT TO PROVISIONS OF THE LAWS OF THE STA PURCHASING RULES AND REGULATIONS; EXECUTIVE ORDERS; STANDARD IN THIS SOLICITATION. 10. IMPORTANT: BY SIGNING THE BID, THE BIDDER CERTIFIES COMPLIANCE W SPECIFICATIONS, AND FURTHER CERTIFIES THAT THIS BID IS MADE WITHOUR BY A PERSON AUTHORIZED TO BIND THE VENDOR (SEE NO.30). ALL BID INITIAL THE SECONDARY OF THE SE	CIAL ENVELOPE IF FURN TE OF LOUISIANA INCLU TERMS AND CONDITION ITH ALL INSTRUCTIONS ' UT COLLUSION OR FRAU	ISHED FOR THAT PURPOSE. DING BUT NOT LIMITED TO L.R.S. 39:1551- S; SPECIAL CONDITIONS; AND SPECIFICA' TO BIDDERS, TERMS, CONDITIONS AND D. THIS BID IS TO BE MANUALLY SIGNED	1736; TIONS LISTED
VENDOR PHONE NUMBER: TIT FAX NUMBER:	LE	DATE	
SIGNATURE OF AUTHORIZED BIDDER - SEE NO. 30, PAGE 3. (MUST BE SIGNED)	NAME OF	BIDDER R PRINTED)	

STANDARD TERMS & CONDITIONS	INVITATION TO BID	
NUMBER : 2207347 OPEN DATE: 05/18/06 TIME: 10:00 AM T-NUMBER :	BIDDER:	PAGE 2

11 ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE BUYER AT THE PHONE AND ADDRESS SHOWN ABOVE.

12. CONFERENCE:

NA

NΔ

NA

13. BID FORMS.

ALL WRITTEN BIDS. UNLESS OTHERWISE PROVIDED FOR, MUST BE SUBMITTED ON, AND IN ACCORDANCE WITH, FORMS PROVIDED, PROPERLY SIGNED (SEE NO. 30). BIDS SUBMITTED IN THE FOLLOWING MANNER WILL NOT BE ACCEPTED:

- A. BID CONTAINS NO SIGNATURE INDICATING INTENT TO BE BOUND:
- B. BID FILLED OUT IN PENCIL: AND
- C. BID NOT SUBMITTED ON THE STATE'S STANDARD FORMS.

BIDS MUST BE RECEIVED AT THE ADDRESS SPECIFIED IN THE SOLICITATION PRIOR TO BID OPENING TIME IN ORDER TO BE CONSIDERED. TELEGRAPHIC AND FAX ALTERATIONS TO BIDS RECEIVED BEFORE BID OPENING TIME WILL BE CONSIDERED PROVIDED FORMAL BID AND WRITTEN ALTERATION HAVE BEEN RECEIVED AND TIME-STAMPED BEFORE BID OPENING TIME. ENTIRE BID SHOULD BE RETURNED, EXCEPT ITEM PAGES NOT

14. STANDARDS OF QUALITY.

ANY PRODUCT OR SERVICE BID SHALL CONFORM TO ALL APPLICABLE FEDERAL AND STATE LAWS AND REGULATIONS AND THE SPECIFICATIONS CONTAINED IN THE SOLICITATION. UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION, ANY MANUFACTURER'S NAME, TRADE NAME, BRAND NAME, OR CATALOG NUMBER USED IN THE SPECIFICATION IS FOR THE PURPOSE OF DESCRIBING THE STANDARD OF QUALITY, PERFOMANCE, AND CHARACTERISTICS DESIRED AND IS NOT INTENDED TO LIMIT OR RESTRICT COMPETITION. BIDDER MUST SPECIFY THE BRAND AND MODEL NUMBER OF THE PRODUCT OFFERED IN HIS BID. BIDS NOT SPECIFYING BRAND AND MODEL NUMBER SHALL BE CONSIDERED AS OFFERING THE EXACT PRODUCTS SPECIFIED IN THE SOLICITATION.

15. DESCRIPTIVE INFORMATION.

BIDDERS PROPOSING AN EQUIVALENT BRAND OR MODEL SHOULD SUBMIT WITH THE BID INFORMATION (SUCH AS ILLUSTRATIONS, DESCRIPTIVE LITERATURE, TECHNICAL DATA) SUFFICIENT FOR STATE OF LOUISIANA TO EVALUATE QUALITY, SUITABILITY, AND COMPLIANCE WITH THE SPECIFICATIONS IN THE SOLICITATION. FAILURE TO SUBMIT DESCRIPTIVE INFORMATION MAY CAUSE BID TO BE REJECTED. ANY CHANGE MADE TO A MANUFACTURER'S PUBLISHED SPECIFICATIONS SUBMITTED FOR A PRODUCT SHALL BE VERIFIABLE BY THE MANUFACTURER. IF ITEM(S) BID DO NOT FULLY COMPLY WITH SPECIFICATIONS (INCLUDING BRAND AND/OR PRODUCT NUMBER), BIDDER MUST STATE IN WHAT RESPECT ITEM(S) DEVIATE. FAILURE TO NOTE EXCEPTIONS ON THE BID FORM WILL NOT RELIEVE THE SUCCESSFUL BIDDER(S) FROM SUPPLYING THE ACTUAL PRODUCTS REQUESTED.

16. BID OPENING.

BIDDERS MAY ATTEND THE BID OPENING, BUT NO INFORMATION OR OPINIONS CONCERNING THE ULTIMATE CONTRACT AWARD WILL BE GIVEN AT THE BID OPENING OR DURING THE EVALUATION PROCESS. BIDS MAY BE EXAMINED WITHIN 72 HOURS AFTER BID OPENING. INFORMATION PERTAINING TO COMPLETED FILES MAY BE SECURED BY VISITING THE STATE OF LOUISIANA DURING NORMAL WORKING HOURS. WRITTEN BID TABULATIONS WILL NOT BE FURNISHED.

17. AWARDS.

THE STATE OF LOUISIANA RESERVES THE RIGHT TO AWARD ITEMS SEPARATELY, GROUPED OR ON AN ALL-OR-NONE BASIS AND TO REJECT ANY OR ALL BIDS AND WAIVE ANY INFORMALITIES.

LINESS OTHERWISE SPECIFIED BY THE STATE OF LOUISIANA IN THE SQLICITATION, BID PRICES MUST BE COMPLETE, INCLUDING TRANSPORTATION PREPAID BY BIDDER TO DESTINATION AND FIRM FOR ACCEPTANCE FOR A MINIMUM OF 30 DAYS. IF ACCEPTED, PRICES MUST BE FIRM FOR THE CONTRACTUAL PERIOD. BIDS OTHER THAN F.O.B. DESTINATION MAY BE REJECTED. PRICES SHOULD BE QUOTED IN THE UNIT (EACH, BOX, CASE, ETC.) AS SPECIFIED IN THE SOLICITATION.

19. DELIVERIES.

BIDS MAY BE REJECTED IF THE DELIVERY TIME INDICATED IS LONGER THAN THAT SPECIFIED IN THE SOLICITATION.

20. TAXES.

VENDOR IS RESPONSIBLE FOR INCLUDING ALL APPLICABLE TAXES IN THE BID PRICE. STATE AGENCIES ARE EXEMPT FROM ALL STATE AND LOCAL SALES AND USE TAXES.

STANDARD TERMS & CONDITIONS	INVITATION TO BID	
NUMBER : 2207347 OPEN DATE: 05/18/06 TIME: 10:00 AM T-NUMBER :	BIDDER:	PAGE 3

21. NEW PRODUCTS.

UNLESS SPECIFICALLY CALLED FOR IN THE SOLICITATION, ALL PRODUCTS FOR PURCHASE MUST BE NEW, NEVER PREVIOUSLY USED, AND THE CURRENT MODEL AND/OR PACKAGING. NO REMANUFACTURED, DEMONSTRATOR, USED OR IRREGULAR PRODUCT WILL BE CONSIDERED FOR PURCHASE UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION. THE MANUFACTURER'S STANDARD WARRANTY WILL APPLY UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION.

22. CONTRACT RENEWALS.

UPON AGREEMENT OF THE STATE OF LOUISIANA AGENCY AND THE CONTRACTOR, A TERM CONTRACT MAY BE EXTENDED FOR 2 ADDITIONAL 12-MONTH PERIODS AT THE SAME PRICES, TERMS AND CONDITIONS. IN SUCH CASES, THE TOTAL CONTRACT TERM CANNOT EXCEED 36 MONTHS.

23. CONTRACT CANCELLATION.

THE STATE OF LOUISIANA HAS THE RIGHT TO CANCEL ANY CONTRACT, IN ACCORDANCE WITH PURCHASING RULES AND REGULATIONS, FOR CAUSE, INCLUDING BUT NOT LIMITED TO, THE FOLLOWING: (1) FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE CONTRACT; (2) FAILURE OF THE PRODUCT OR SERVICE TO MEET SPECIFICATIONS, CONFORM TO SAMPLE QUALITY OR TO BE DELIVERED IN GOOD CONDITION; (3) MISREPRESENTATION BY THE CONTRACTOR; (4) FRAUD, COLLUSION, CONSPIRACY OR OTHER UNLAWFUL MEANS OF OBTAINING ANY CONTRACT WITH THE STATE; (5) CONFLICT OF CONTRACT PROVISIONS WITH CONSTITUTIONAL OR STATUTORY PROVISIONS OF STATE OR FEDERAL LAW; (6) ANY OTHER BREACH OF CONTRACT.

24. DEFAULT OF CONTRACTOR.

FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE BID WILL CONSTITUTE A DEFAULT AND MAY CAUSE CANCELLATION OF THE CONTRACT.
WHERE THE STATE HAS DETERMINED THE CONTRACTOR TO BE IN DEFAULT, THE STATE RESERVES THE RIGHT TO PURCHASE ANY OR ALL PRODUCTS
OR SERVICES COVERED BY THE CONTRACT ON THE OPEN MARKET AND TO CHARGE THE CONTRACTOR WITH COST IN EXCESS OF THE CONTRACT
PRICE. UNTIL SUCH ASSESSED CHARGES HAVE BEEN PAID, NO SUBSEQUENT BID FROM THE DEFAULTING CONTRACTOR WILL BE CONSIDERED.

25. ORDER OF PRIORITY.

IN THE EVENT THERE IS A CONFLICT BETWEEN THE INSTRUCTIONS TO BIDDERS OR STANDARD CONDITIONS AND THE SPECIAL CONDITIONS, THE SPECIAL CONDITIONS SHALL GOVERN.

26. APPLICABLE LAW.

ALL CONTRACTS SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF LOUISIANA.

27. COMPLIANCE WITH CIVIL RIGHTS LAWS.

BY SUBMITTING AND SIGNING THIS BID, BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE FOLLOWING AS APPLICABLE: TITLE VI AND VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED BY THE EQUAL OPPORTUNITY ACT OF 1972, FEDERAL EXECUTIVE ORDER 11246, FEDERAL REHABILITATION ACT OF 1973, AS AMENDED, THE VETERAN'S READJUSTMENT ASSISTANCE ACT OF 1974, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE ACT OF 1975, AND BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1990. BIDDER AGREES NOT TO DISCRIMINATE IN ITS EMPLOYMENT PRACTICES, AND WILL RENDER SERVICES UNDER ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION WITHOUT REGARD TO RACE, COLOR, RELIGION, SEXUAL ORIENTATION, NATIONAL ORIGIN, VETERAN STATUS, POLITICAL AFFILIATION, OR DISABILITIES. ANY ACT OF DISCRIMINATION COMMITTED BY BIDDER, OR FAILURE TO COMPLY WITH THESE STATUTORY OBLIGATIONS WHEN APPLICABLE, SHALL BE GROUNDS FOR TERMINATION OF ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION.

28. SPECIAL ACCOMMODATION.

ANY "QUALIFIED INDIVIDUAL WITH A DISABILITY" AS DEFINED BY THE AMERICANS WITH DISABILITIES ACT WHO HAS SUBMITTED A BID AND DESIRES TO ATTEND THE BID OPENING, MUST NOTIFY THIS OFFICE IN WRITING NOT LATER THAN SEVEN DAYS PRIOR TO THE BID OPENING DATE OF THEIR NEED FOR SPECIAL ACCOMMODATIONS. IF THE REQUEST CANNOT BE REASONABLY PROVIDED, THE INDIVIDUAL WILL BE INFORMED PRIOR TO THE BID OPENING.

29. INDEMNITY.

CONTRACTOR AGREES, UPON RECEIPT OF WRITTEN NOTICE OF A CLAIM OR ACTION, TO DEFEND THE CLAIM OR ACTION, OR TAKE OTHER APPROPRIATE MEASURE, TO INDEMNIFY, AND HOLD HARMLESS, THE STATE, ITS OFFICERS, ITS AGENTS AND ITS EMPLOYEES FROM AND AGAINST ALL CLAIMS AND ACTIONS FOR BODILY INJURY, DEATH OR PROPERTY DAMAGES CAUSED BY THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. CONTRACTOR IS OBLIGATED TO INDEMNIFY ONLY TO THE EXTENT OF THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. HOWEVER, THE CONTRACTOR SHALL HAVE NO OBLIGATION AS SET FORTH ABOVE WITH RESPECT TO ANY CLAIM OR ACTION FROM BODILY INJURY, DEATH OR PROPERTY DAMAGES ARISING OUT OF THE FAULT OF THE STATE, ITS OFFICERS, ITS AGENTS OR ITS EMPLOYEES.

30. SIGNATURE AUTHORITY.

IN ACCORDANCE WITH L.R.S. 39:1594 (ACT 121), THE PERSON SIGNING THE BID MUST BE:

- 1. A CURRENT CORPORATE OFFICER, PARTNERSHIP MEMBER OR OTHER INDIVIDUAL SPECIFICALLY AUTHORIZED TO SUBMIT A BID AS REFLECTED IN THE APPROPRIATE RECORDS ON FILE WITH THE SECRETARY OF STATE; OR
- 2. AN INDIVIDUAL AUTHORIZED TO BIND THE VENDOR AS REFLECTED BY A CORPORATE RESOLUTION, CERTIFICATE OR AFFIDAVIT; OR
- 3. OTHER DOCUMENTS INDICATING AUTHORITY WHICH ARE ACCEPTABLE TO THE PUBLIC ENTITY.

SPECIAL TERMS & CONDITIONS	INVITATION TO BID	
NUMBER : 2207347 OPEN DATE: 05/18/06 TIME: 10:00 AM T-NUMBER :	BIDDER:	PAGE 4

1 BID DELIVERY INSTRUCTIONS FOR STATE PURCHASING:

BIDDERS ARE HEREBY ADVISED THAT THE U.S. POSTAL SERVICE DOES NOT MAKE DELIVERIES TO OUR PHYSICAL LOCATION.

BIDS MAY BE MAILED THROUGH THE U.S. POSTAL SERVICE TO OUR BOX AT:
OFFICE OF STATE PURCHASING
P O BOX 94095
BATON ROUGE LA 70804-9095

BIDS MAY BE DELIVERED BY HAND OR COURIER SERVICE TO OUR PHYSICAL LOCATION AS FOLLOWS:

OFFICE OF STATE PURCHASING CLAIBORNE BUILDING, SUITE 2-160 1201 NORTH THIRD STREET BATON ROUGE, LA 70802

BIDDER IS SOLELY RESPONSIBLE FOR ENSURING THAT ITS COURIER SERVICE PROVIDER MAKES INSIDE DELIVERIES TO OUR PHYSICAL LOCATION. THE OFFICE OF STATE PURCHASING IS NOT RESPONSIBLE FOR ANY DELAYS CAUSED BY THE BIDDER'S CHOSEN MEANS OF BID DELIVERY.

BIDDER IS SOLELY RESPONSIBLE FOR THE TIMELY DELIVERY OF ITS BID. FAILURE TO MEET THE BID OPENING DATE & TIME SHALL RESULT IN REJECTION OF THE BID.

**ATTENTION: **

RECEIPT OF A SOLICITATION OR AWARD CANNOT BE RELIED UPON AS AN ASSURANCE OF RECEIVING FUTURE SOLICITATIONS. IN ORDER TO RECEIVE FUTURE SOLICITATIONS/AWARDS FROM THIS OFFICE, YOU MUST ENROLL IN THE PROPER CATEGORY ON LAPAC OR ON STATE PURCHASING'S AGPS BIDDERS LIST. ENROLLMENT IN LAPAC IS FREE AND PROVIDES EMAIL NOTIFICATION OF BID OPPORTUNITIES BASED UPON COMMODITIES THAT YOU SELECT.

- 2 TERMS AND CONDITIONS. THIS SOLICITATION CONTAINS ALL TERMS AND CONDITIONS WITH RESPECT TO THE COMMODITIES HEREIN. ANY VENDOR CONTRACTS, FORMS, TERMS OR OTHER MATERIALS SUBMITTED WITH BID MAY CAUSE BID TO BE REJECTED.
- 3 SUBSTITUTES. ONLY BRANDS AND NUMBERS STATED IN THE AWARD ARE APPROVED FOR DELIVERY UNDER THIS CONTRACT AND ANY SUBSTITUTION MUST RECEIVE PRIOR WRITTEN APPROVAL OF THE DIRECTOR OF STATE PURCHASING OR DESIGNEE.

SPECIAL TERMS & CONDITIONS	INVITATION TO BID	
NUMBER : 2207347 OPEN DATE: 05/18/06 TIME: 10:00 AM T-NUMBER :	BIDDER:	PAGE 5

- 4 PRICE REDUCTIONS. WHENEVER THERE IS A REDUCTION IN PRICE, WHICH IS LOWER THAN THE CONTRACT PRICE, OFFERED TO SIMILARLY SITUATED CUSTOMERS CONTRACTING FOR THE SAME PERIOD AND UNDER THE SAME TERMS AND CONDITIONS, SAID REDUCTION MUST BE PRESENTED DIRECTLY TO THE DIRECTOR OF STATE PURCHASING. NO PRICE REDUCTION ON A STATEWIDE CONTRACT MAY BE OFFERED TO AN AGENCY UNLESS THAT REDUCTION IS OFFERED TO ALL AGENCIES.
- 5 INVOICES. INVOICES WILL BE SUBMITTED BY THE CONTRACTOR TO THE USING AGENCY AND THE INVOICE SHALL REFER TO THE DELIVERY TICKET NUMBER, DELIVERY DATE, PURCHASE/RELEASE ORDER NUMBER. QUANTITY, UNIT PRICE, AND DELIVERY POINT. A SEPARATE INVOICE FOR EACH ORDER DELIVERED AND ACCEPTED SHALL BE SUBMITTED BY THE CONTRACTOR IN DUPLICATE DIRECTLY TO THE ACCOUNTING DEPARTMENT OF THE USING AGENCY. INVOICES SHALL SHOW THE AMOUNT OF ANY CASH DISCOUNT AND SHALL BE SUBMITTED ON THE CONTRACTOR'S OWN INVOICE FORM.
- 6 PAYMENT. PAYMENT WILL BE MADE ON THE BASIS OF UNIT PRICE AS LISTED IN THIS CONTRACT; SUCH PRICE AND PAYMENT WILL CONSTITUTE FULL COMPENSATION OF FURNISHING AND DELIVERING THE CONTRACT COMMODITIES. IN NO CASE WILL THE STATE AGENCY REFUSE TO MAKE PARTIAL PAYMENTS TO THE CONTRACTOR ALTHOUGH ALL ITEMS HAVE NOT BEEN DELIVERED. THIS PAYMENT IN NO WAY RELIEVES THE CONTRACTOR OF HIS RESPONSIBILITY TO EFFECT SHIPMENT OF THE BALANCE OF THE ORDER. PAYMENT WILL BE TO VENDOR AND ADDRESS AS SHOWN ON ORDER.
- 7 VENDOR LIST. THE BIDDER WHO SIGNS THE BID WILL BE DESIGNATED AS PRIME CONTRACTOR ON ANY CONTRACT RESULTING FROM THIS SOLICITATION. IF ADDITIONAL DISTRIBUTOR VENDORS ARE AUTHORIZED TO RECEIVE ORDERS FOR ITEMS CONTAINED IN SAID CONTRACT, THE BIDDER MUST SUBMIT WITH THE BID, A LIST OF THOSE ADDITIONAL AUTHORIZED DISTRIBUTORS INCLUDING THE COMPLETE BUSINESS ADDRESS. THE PRIME CONTRACTOR WILL BE RESPONSIBLE FOR THE ACTIONS OF ANY DISTRIBUTOR VENDORS LISTED.
- 8 COMPLIANCE WITH CIVIL RIGHTS LAWS. BY SUBMITTING AND SIGNING THIS SOLICITATION, THE BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE FOLLOWING AS APPLICABLE: TITLE VI AND TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED BY THE EQUAL OPPORTUNITY ACT OF 1972, FEDERAL EXECUTIVE ORDER 11246, THE FEDERAL REHABILITATION ACT OF 1973, AS AMENDED, THE VIETNAM ERA VETERAN'S READJUSTMENT ASSISTANCE ACT OF 1974, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE ACT OF 1975, AND BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1990. BIDDER AGREES NOT TO DISCRIMINATE IN ITS EMPLOYMENT PRACTICES, AND WILL RENDER SERVICES UNDER ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION, WITHOUT REGARD TO RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, NATIONAL ORIGIN, VETERAN STATUS, POLITICAL AFFILIATION, OR DISABILITIES. ANY ACT OF DISCRIMINATION COMMITTED BY BIDDER, OR FAILURE TO COMPLY WITH THESE STATUTORY OBLIGATIONS WHEN APPLICABLE, SHALL BE GROUNDS FOR TERMINATION OF ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION.

SPECIAL TERMS & CONDITIONS	INVITATION TO BID
NUMBER : 2207347 OPEN DATE: 05/18/06 TIME: 10:00 AM T-NUMBER :	BIDDER:
A PREFERENCE MAY BE ALLC GROWN, OR ASSEMBLED IN L DO YOU CLAIM THIS PREFER	ICE WITH LOUISIANA REVISED STATUTES 39:1595, DWED FOR PRODUCTS MANUFACTURED, PRODUCED, LOUISIANA OF EQUAL QUALITY. RENCE? YES
	LOUISIANA WHERE THIS PRODUCT IS MANUFACTURED,
DO YOU HAVE A LOUISIANA IF SO, DO YOU CERTIFY TH	B REQUIRED, INCLUDE ON SEPARATE SHEET.) BUSINESS WORKFORCE? YES NO HAT AT LEAST FIFTY PERCENT (50%) OF YOUR FORCE IS COMPRISED OF LOUISIANA RESIDENTS?
	E INFORMATION MAY CAUSE ELIMINATION FROM ES SHALL NOT APPLY TO SERVICE CONTRACTS.

PAGE 6

- 10 ACCEPTANCE. UNLESS OTHERWISE SPECIFIED, BIDS ON THIS CONTRACT WILL BE ASSUMED TO BE FIRM FOR ACCEPTANCE FOR A MINIMUM OF 60 DAYS. IF ACCEPTED, PRICES MUST BE FIRM FOR THE SPECIFIED CONTRACT PERIOD.
- 11 CONTRACT REVISIONS. REQUESTS FOR REVISIONS TO THIS CONTRACT MUST BE ADDRESSED TO THE DIRECTOR OF STATE PURCHASING AND SHALL REFER THE CONTRACT ITEM NUMBER WITH JUSTIFICATION OF THE REQUEST. DISTRIBUTOR VENDOR CHANGES, PRICE REDUCTIONS AND JUSTIFIABLE ITEM DELETIONS MAY BE CONSIDERED DURING THE CONTRACT PERIOD. NEW ITEM ADDITIONS WILL BE CONSIDERED ONLY ON THE ANNIVERSARY DATE OF THE CONTRACT. EXCEPTIONS TO THIS WILL BE ALLOWED ONLY WHEN STATE PURCHASING HAS DETERMINED ADDITIONS WILL BE OF SUBSTANTIAL BENEFIT TO THE STATE AND WILL JUSTIFY THE TIME, EFFORT AND COST REQUIRED TO MAKE SUCH ADDITIONS.

CONTRACTOR MUST IMMEDIATELY NOTIFY THE OFFICE OF STATE PURCHASING WHEN ANY DEALER ON THIS CONTRACT IS TERMINATED, RELOCATED OR ADDED. ALL ORDERS PLACED WITH DEALERS PRIOR TO RECEIPT OF SUCH NOTIFICATION BY THE OFFICE OF STATE PURCHASING MUST BE HONORED. REVISIONS WILL BECOME EFFECTIVE ONLY UPON APPROVAL BY THE DIRECTOR OF STATE PURCHASING OR DESIGNEE. BIDDER SHOULD INCLUDE WITH BID A LIST OF ALL PERSONS, IN ADDITION TO THE SIGNER OF THIS BID, WHO ARE AUTHORIZED TO REQUEST REVISIONS TO THIS CONTRACT.

12 QUANTITIES. THIS IS AN OPEN-ENDED REQUIREMENTS CONTRACT. QUANTITIES SHOWN ARE BASED ON THE PREVIOUS CONTRACT USAGE OR ESTIMATES. WHERE

SPECIAL TERMS & CONDITIONS	INVITATION TO BID	
NUMBER : 2207347 OPEN DATE: 05/18/06 TIME: 10:00 AM T-NUMBER :	BIDDER:	PAGE 7

USAGE IS NOT AVAILABLE, A QUANTITY OF 1 INDICATES A LACK OF HISTORY ON THIS ITEM. THE SUCCESSFUL BIDDER MUST SUPPLY AT BID PRICES ACTUAL REQUIREMENTS AS ORDERED WHETHER THE TOTAL OF SUCH REQUIREMENTS ARE MORE OR LESS THAN THE QUANTITIES SHOWN.

- 13 ORDERS. ALL STATE AGENCIES ARE TO ISSUE CONTRACT RELEASE ORDERS FOR THE ITEMS REQUIRED, AS AND WHEN NEEDED. POLITICAL SUBDIVISIONS OF THE STATE AND QUASI AGENCIES WHO HAVE BEEN AUTHORIZED TO PURCHASE FROM CONTRACTS MADE BY THE OFFICE OF STATE PURCHASING, ARE TO ISSUE THEIR REGULAR PURCHASE ORDERS DIRECTLY TO THE SUPPLIER, MAKING REFERENCE TO THE CONTRACT AND ITEM NUMBER.
- 14 CANCELLATION THE STATE OF LOUISIANA RESERVES THE RIGHT TO CANCEL THIS CONTRACT WITH THIRTY (30) DAYS WRITTEN NOTICE.
- 15 IF THE VENDOR FAILS TO MAKE DELIVERY WITHIN THE TIME SPECIFIED ON THIS PURCHASE ORDER OR IF THE DELIVERY IS LATE OR UNSATISFACTORY, THE DEPARTMENT OF PUBLIC SAFETY AND CORRECTIONS RESERVES THE RIGHT TO CANCEL THE ITEM AND TO PURCHASE IT ELSEWHERE, CHARGING ANY INCREASE IN PRICE TO THE VENDOR MAKING THE ORIGINAL DELIVERY.
- 16 NON-EXCLUSIVITY CLAUSE:

THIS AGREEMENT IS NON-EXCLUSIVE AND SHALL NOT IN ANY WAY PRECLUDE STATE AGENCIES FROM ENTERING INTO SIMILAR AGREEMENTS AND/OR ARRANGEMENTS WITH OTHER VENDORS OR FROM ACQUIRING SIMILAR, EQUAL, OR LIKE GOODS AND/OR SERVICES FROM OTHER ENTITIES OR SOURCES.

17 IF BIDDING OTHER THAN SPECIFIED, SUFFICIENT INFORMATION SHOULD BE ENCLOSED WITH THE BID IN ORDER TO DETERMINE QUALITY, SUITABILITY, AND COMPLIANCE WITH THE SPECIFICATIONS.

FAILURE TO COMPLY WITH THIS REQUEST MAY ELIMINATE YOUR BID FROM CONSIDERATION.

18 SAMPLE(S) MAY BE REQUIRED. WHEN REQUESTED, SAMPLES MUST BE FURNISHED AT VENDOR'S EXPENSE, AND RECEIVED NOT LATER THAN 10 DAYS AFTER REQUEST. PACKAGES SHOULD BE CLEARLY LABELED WITH THE FILE NUMBER. EACH INDIVIDUAL SAMPLE WITHIN THE PACKAGE MUST BE CLEARLY LABELED WITH BIDDER'S NAME, MANUFACTURER'S BRAND NAME AND NUMBER, FILE NUMBER AND ITEM REFERENCE. SUBMIT ONLY ONE BID PROPOSAL'S SAMPLES PER BOX. SAMPLES OF SUCCESSFUL BIDDER WILL BE RETAINED AT THE PURCHASING OFFICE OR THE USING AGENCY FOR THE PURPOSE OF RECEIVING MERCHANDISE. ANY PART OF MERCHANDISE RECEIVED THAT DOES NOT MEET THE QUALITY STANDARDS AND CONSTRUCTION OF THE SAMPLE WILL BE REJECTED AND RETURNED AT VENDOR'S EXPENSE.

ANY OTHER SAMPLES RECEIVED, IF NOT DESTROYED IN TESTING, MAY BE

SPECIAL TERMS & CONDITIONS	INVITATION TO BID	
NUMBER : 2207347 OPEN DATE: 05/18/06 TIME: 10:00 AM T-NUMBER :	BIDDER:	PAGE 8

RETURNED AT THE BIDDER'S EXPENSE. REQUEST FOR RETURN, SHIPPING AUTHORIZATION, AND SUFFICIENT RETURN POSTAGE MUST BE RECEIVED NO LATER THAN 10 DAYS AFTER RECEIPT OF SAMPLES, OR COMMODITIES SHALL BE DISPOSED OF BY THE STATE OF LOUISIANA.

- 19 AWARD FORMULA: AWARD TO BE MADE TO THE OVERALL LOW BIDDER MEETING THE WRITTEN SPECIFICATIONS. THE STATE OF LOUISIANA RESERVES THE RIGHT TO DELETE LINE ITEM(S) FROM AWARD.
- 20 THE PURCHASING AGENCY RESERVES THE RIGHT TO INSPECT AND TEST THE DELIVERED MERCHANDISE FOR COMPLIANCE WITH THE BID SPECIFICATIONS. IF MERCHANDISE FAILS TO MEET THE SPECIFICATIONS, THE COST OF TEST AND INSPECTION WILL BE PAID BY THE CONTRACTOR. IF THE MERCHANDISE IS IN COMPLIANCE, COST OF ALL TEST WILL BE PAID BY THE USING AGENCY.
- 21 THE ABOVE QUANTITIES ARE ESTIMATED TO BE THE AMOUNT NEEDED. IN THE EVENT A GREATER OR LESSER QUANTITY IS NEEDED, THE RIGHT IS RESERVED BY THE STATE OF LOUISIANA TO INCREASE OR DECREASE THE AMOUNT, AT THE UNIT PRICE STATED IN THE BID.
- 22 ************ CONTRACT TERMS AND CONDITIONS **************

NOTE: VENDOR IS NOT TO DELIVER ALL OR ANY PORTION OF THIS ORDER UNTIL CALLED FOR BY THE AGENCY!

TO ESTABLISH A CONTRACT TO SUPPLY THREAD AS SPECIFIED FOR A PERIOD OF DELIVERY BEGINNING DATE OF AWARD THRU DEC. 31, 2006.

DESIRED DELIVERY: ITEMS TO BE CALLED FOR AS NEEDED BY AGENCY IN LOTS OF APPROXIMATELY 300-500 CONES EACH. AGENCY REQUESTS DELIVERY BE MADE WITHIN 21 DAYS AFTER NOTIFICATION. DELIVERIES ACCEPTED MONDAY THRU FRIDAY, 7AM TO 2PM, EXCEPT HOLIDAYS.

PLEASE INDICATE YOUR DELIVERY HERE: _____ DAYS AFTER NOTIFICATION.

DELIVERY WILL BE MADE TO ANY OF THE FOLLOWING LOCATIONS:

- 1) PHELPS CORRECTIONAL CENTER
 GARMENT FACTORY
 14925 HWY 27 N
 DEQUINCY, LA 70633
 ATTN: JEFFERY JONES
 337-786-2373
- 3) WINN CORRECTIONAL CENTER GARMENT FACTORY HWY 560 WINNFIELD, LA 71483
- 2) LA CORR. INSTITUTE FOR WOMEN
 GARMENT FACTORY
 7405 HWY 74
 ST. GABRIEL, LA 70776
 ATTN: LARRY HOBGOOD
 225-642-5721

SPECIAL TERMS & CONDITIONS	INVITATION TO BID	
NUMBER : 2207347 OPEN DATE: 05/18/06 T-NUMBER : 10:00 AM	BIDDER:	PAGE 9

SHIPPING: ITEMS TO BE PACKED SO AS TO NOT BE DAMAGED IN ANY WAY. AGENCY WILL NOT ACCEPT IF ITEMS ARE DAMAGED. PACKING SLIP/INVOICE MUST ACCOMPANY EACH SHIPMENT.

23 THE SPECIFICATIONS REFERRED TO IN THIS PROPOSAL ARE INTENDED TO BE

DESCRIPTIVE, BUT NOT RESTRICTIVE. THE AWARD WILL BE MADE IN THE BEST
INTEREST OF THE STATE WITH CONSIDERATION GIVEN TO THE PURPOSE FOR
WHICH THE ITEM IS REQUIRED. THE RIGHT IS RESERVED TO WAIVE TECHNICALITIES WHICH PRECLUDE COMPETITION.

ANY MANUFACTURER'S NAME, TRADE NAME, BRAND NAME, OR CATALOG NUMBER USED IN SOLICITATION IS FOR THE PURPOSE OF DESCRIBING THE STANDARD QUALITY, PERFORMANCE, AND CHARACTERISTICS DESIRED AND IS NOT INTENDED TO LIMIT OR RESTRICT COMPETITION.

VENDOR MUST BE ABLE TO PROVIDE CORRECT COLORS.

PRICE S	HEET	INVITATI	ON TO B	ID		
	: 2207347 : 05/18/06 TIME: 10:00 AM :	BIDDER:				PAGE 10
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED	TOTAL
	UNLESS SPECIFIED ELSEWHERE SHIP TO: PRISON ENTERPRISES SEE DELIVERY BELOW MULTIPLE SHIP TO LISTED BELOW XXXX, LA 00000					
00001	COMMODITY CODE: 590-76-000000 TO ESTABLISH A CONTRACT TO SUPPLY THREAS SPECIFIED FOR A PERIOD OF DELIVERY BEGINNING DATE OF AWARD THRU DEC. 31, 2006. TO BE CALLED FOR AS NEEDED BY AGENCY THROUGHOUT CONTRACT TERM. MULTIPLE DELIVERY LOCATIONS: 1) PHELPS CORRECTIONAL CENTER 2) WINN CORRECTIONAL CENTER 3) LA. CORRECTIONAL INSTITUTE FOR WOMEN **SEE ADDRESSES IN SPECIAL CONDITIONS** BLACK THREAD: SIZE 50-60/36, TEX 40, 6000 YDS/CONE, M-50 PERMA CORE. BLACK # 32002 SPECIFY BRAND (& NUMBER IF APPLICABLE)		CONE			
00002	COMMODITY CODE: 590-76-000000 BLACK THREAD: DUAL DUTY, SIZE 30, TEX 50, 6000 YDS/CONE, H-30 PERMA CORE. BLACK # 32002 SPECIFY BRAND (& NUMBER IF APPLICABLE)	2200	CONE			
00003	COMMODITY CODE: 590-76-000000	2200	CONE			

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	: 2207347 : 05/18/06 TIME: 10:00 AM :	BIDDER:				PAGE 11
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDE	TOTAL
	WHITE THREAD: SIZE 50-60/36, TEX 40, 6000 YDS/CONE, M-50 PERMA CORE. WHITE # 32001 SPECIFY BRAND (& NUMBER IF APPLICABLE)					
00004	COMMODITY CODE: 590-76-000000 WHITE THREAD: DUAL DUTY, SIZE 30, TEX 50, 6000 YDS/CONE, H-30 PERMA CORE. WHITE # 32001 SPECIFY BRAND (& NUMBER IF	990	CONE			
00005	APPLICABLE) COMMODITY CODE: 590-76-000000 LIGHT RED ORANGE THREAD: SIZE 50-60/36, TEX 40, 6000 YDS/CONE, M-50 PERMA CORE. RED ORANGE # LS-4985 SPECIFY BRAND (& NUMBER IF APPLICABLE)	2420	CONE			
00006	COMMODITY CODE: 590-76-000000 LIGHT RED ORANGE THREAD: DUAL DUTY, SIZE 30, TEX 50, 6000 YDS/CONE, H-30 PERMA CORE. RED ORANGE # LS-4985	3300	CONE			
	SPECIFY BRAND (& NUMBER IF APPLICABLE)					

PRICE S	HEET	INVITATIO	ON TO B	ID		
NUMBER	: 2207347 : 05/18/06 TIME: 10:00 AM	BIDDER:				PAGE 12
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED	TOTAL
00007	COMMODITY CODE: 590-76-000000 ORANGE TOBOGGAN THREAD: SIZE 50-60/36, TEX 40, 6000 YDS/CONE, M-50 PERMA CORE. TOBOGGAN # 3024	2200	CONE			
00008	SPECIFY BRAND (& NUMBER IF APPLICABLE) COMMODITY CODE: 590-76-000000	2200	CONE			
00008	ORANGE TOBOGGAN THREAD: DUAL DUTY, SIZE 30, TEX 50, 6000 YDS/CONE, H-30 PERMA CORE. TOBOGGAN # 3024 SPECIFY BRAND (& NUMBER IF APPLICABLE)	2200	CONE			
00009	COMMODITY CODE: 590-76-000000 NAVY BLUE THREAD: SIZE 50-60/36, TEX 40, 6000 YDS/CONE, M-50 PERMA CORE. NAVY #1 #6085	1430	CONE			
00010	SPECIFY BRAND (& NUMBER IF APPLICABLE) COMMODITY CODE: 590-76-000000 NAVY BLUE THREAD: DUAL DUTY, SIZE 30, TEX 60, 6000 YDS/CONE, H-30 PERMA CORE NAVY #1 #6085	660	CONE			
	SPECIFY BRAND (& NUMBER IF					

PRICE S	HEET	INVITATIO	ON TO B	ID		
NUMBER	: 2207347 : 05/18/06 TIME: 10:00 AM	BIDDER:				PAGE 13
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED	TOTAL
	APPLICABLE)					
00011	COMMODITY CODE: 590-76-000000 KHAKI THREAD: SIZE 50-60/36, TEX 40, 6000 YDS/CONE, M-50 PERMA CORE. KHAKI # P-1	660	CONE			
	SPECIFY BRAND (& NUMBER IF APPLICABLE)					
00012	COMMODITY CODE: 590-76-000000 KHAKI THREAD: DUAL DUTY, SIZE 30, TEX 50, 6000 YDS/CONE, H-30 PERMA CORE. KHAKI # P-1	660	CONE			
	SPECIFY BRAND (& NUMBER IF APPLICABLE)					
00013	COMMODITY CODE: 590-76-000000 MARS RED THREAD: SIZE 50-60/36, TEX 40, 6000 YDS/CONE, M-50 PERMA CORE. SPECIFY BRAND (& NUMBER IF APPLICABLE)	660	CONE			
00014	COMMODITY CODE: 590-76-000000	660	CONE			
	MARS RED THREAD: DUAL DUTY, SIZE 30, TEX 50, 5000 YDS/CONE, H-30 PERMA CORE.					

PRICE SI	HEET	INVITATIO	ON TO B	ID		
NUMBER	: 2207347 : 05/18/06 TIME: 10:00 AM	BIDDER:				PAGE 14
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED	TOTAL
	SPECIFY BRAND (& NUMBER IF APPLICABLE)					
00015	COMMODITY CODE: 590-76-000000 HUNTER GREEN THREAD: SIZE 50-60/36, TEX 40, 6000 YDS/CONE, M-50 PERMA CORE. A & E SPANISH MACHU SPECIFY BRAND (& NUMBER IF APPLICABLE)	660	CONE			
00016	COMMODITY CODE: 590-76-000000 HUNTER GREEN THREAD: DUAL DUTY, SIZE 30, TEX 50, 6000 YDS/CONE, H-30 PERMA CORE. A & E SPANISH MACHU SPECIFY BRAND (& NUMBER IF APPLICABLE)	660	CONE			
00017	COMMODITY CODE: 590-76-000000 GATSBY GREEN THREAD: DUAL DUTY, SIZE 30, TEX 50, 6000 YDS/CONE, H-30 PERMA CORE. LIME GREEN SPECIFY BRAND (& NUMBER IF APPLICABLE)	660	CONE			
00018	COMMODITY CODE: 590-76-000000 BRIGHT YELLOW THREAD: DUAL DUTY, SIZE 30 TEX 50, 6000 YDS/CONE, H-30 PERMA CORE.	660	CONE			

PRICE S	НЕЕТ	INVITATIO	ON TO B	ID		
NUMBER	: 2207347 : 05/18/06 TIME: 10:00 AM	BIDDER:				PAGE 15
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED	TOTAL
	SPECIFY BRAND (& NUMBER IF APPLICABLE)					
00019	COMMODITY CODE: 590-76-000000 WHITE ONCORE THREAD: SIZE 50, COTTON WRAPPED, M-50, D-CORE, 6000 YDS/CONE, TEX 40 D-CORE SPECIFY BRAND (& NUMBER IF APPLICABLE)	3500	CONE			
00020	COMMODITY CODE: 590-76-000000 BLUE ONCORE THREAD: (V-FOLK BLUE) SIZE 50, COTTON WRAPPED, M-50, D-CORE, 6000 YDS/CONE, TEX 40 D-CORE SPECIFY BRAND (& NUMBER IF APPLICABLE)	1500	CONE			
00021	COMMODITY CODE: 590-76-000000 WHITE POLYESTER THREAD: TEX-90 MAGIS COLOR: WHITE # 32000 TICKET SIZE: 24 DENIER SIZE: 906 STRENGTH: SINGLE-END BREAK (LBS) 9.5 ELONGATION: AT BREAK (%) 14.8 YIELD PER POUND: 4,928 SHRINKAGE: BOILING WATER: < 1% HOT AIR: < 3% LOOP STRENGTH: LOOP BREAK (LBS) 14.25 LOOP STRENGTH RATIO: 1.5 SEAM STRENGTH:	200	CONE			

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IUMBER : 2207347 PPEN DATE : 05/18/06 TIME: 10:00 AM -NUMBER :		BIDDER:				
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDE	D TOTAL
	301SSA-1 LOCKSTITCH (8SPL) 97.3 401SSA-1 CHAINSTITCH (8SPI) NEEDLE SIZE: 142 X 5 G 140/22: 140 SPECIFY BRAND (& NUMBER IF APPLICABLE)		UNIT	UNIT PRICE	EXTENDE	DITOTAL